



# AMERICAN LEASE PLANS, INC.

AMERICAN BUILDING

201 SOUTH TRYON STREET

P. O. BOX 10817

CHARLOTTE, NORTH CAROLINA 28234

704/372-5210

RECORDATION NO. 9389 Filed & Recorded

MAY 18 1978 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9388 Filed & Recorded

MAY 18 1978 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

8-138A077  
MAY 18 1978  
50.00  
U.S. Washington, D. C.

Dear Sir:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, are the original and two counterparts of a Security Agreement and a Lease dated March 31, 1978.

A general description of the railroad equipment covered by the enclosed documents is as follows:

Five (5) Union Tank Car LPG & AA Tank Car Model No. 67-100-39, bearing reporting marks and numbers CDGX201 through CDGX205, both inclusive.

The names and addresses of the parties to the enclosed documents are:

DEBTOR: The Carolinas Domestic Gas Company, Inc.  
P. O. Box 949  
Laurinburg, North Carolina 28352

SECURED PARTY: American Lease Plans, Inc.  
P. O. Box 10817  
Charlotte, North Carolina 28234

RECEIVED  
MAY 18 1 05 PM '78  
CERTIFICATION UNIT

*C. Dunlap*

Secretary, Interstate Commerce Commission  
Page 2

The undersigned is an executive officer of the Secured Party mentioned in the enclosed document and has knowledge of the matters set forth therein.

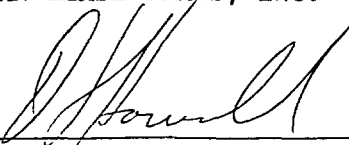
Please return the original of the enclosed Security Agreement and Lease to American Lease Plans, Inc., P. O. Box 10817, Charlotte, North Carolina 28234 or to the bearer hereof.

Also enclosed is a remittance in the amount of \$50.00 covering the required recording fee.

Very truly yours,

AMERICAN LEASE PLANS, INC.

BY



(Title)



# EQUIPMENT LEASE

## American Lease Plans

INC.

LESSOR

CHARLOTTE, NORTH CAROLINA

RECORDATION NO. 9380

Filed & Recorded

MAY 18 1978 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

March 31, 1978  
DATE OF LEASE

NAME AND ADDRESS OF LESSEE

The Carolinas Domestic Gas Co., Inc.  
P. O. Box 949  
Business Route 74 East  
Laurinburg, NC 28352

001313  
LEASE NO.

THIS AGREEMENT OF LEASE made in Charlotte, North Carolina, by and between American Lease Plans, Inc. (Lessor) and the above named Lessee.

**1. LEASE.** The Lessor hereby leases to the Lessee, and Lessee leases from the Lessor, equipment to be delivered from time to time to the Lessee. This Agreement, as supplemented by the Lessee Order Forms executed by the parties from time to time, is intended to set forth the terms and conditions under which equipment will be leased from Lessor to Lessee from time to time, whether in one transaction or a number or series of transactions.

**2. LEASE TERM.** The term of this lease commences upon the date on which Lessor issues its purchase order for the equipment, as described in the Lessee Order Form, to the supplier thereof and ends upon the expiration of the number of months specified in the Lessee Order Form after the Rental Commencement Date shown therein, which Lessee hereby authorizes Lessor to fill in with the date upon which the equipment is delivered to Lessee or any later date selected by Lessor.

**3. RENT.** Rental payments shall be for each lease month, unless otherwise specified in the Lessee Order Form. Lessee shall pay Lessor such monthly rent on or before the 10th day of each calendar month for the equipment leased hereunder. Time is of the essence. Should Lessee fail to pay the monthly rental on or before the 10th day of the calendar month, Lessor may collect from Lessee as additional rent an amount equal to 5% of such monthly rental or \$5, whichever is greater. In the event that the Rental Commencement Date is within the first fifteen days of a calendar month, the first month's rent therefor shall be due on or before the 10th day of the first calendar month following the Rental Commencement Date, and in the event the Rental Commencement Date is between the fifteenth and the last day of a calendar month, the first month's rent therefor shall be due on or before the 10th day of the second calendar month following the Rental Commencement Date. All rentals paid in advance shall be applied to the last rentals due under this lease. Lessee's obligation to pay the rent is unconditional and is payable without notice or demand and without abatement, deduction or set-off of any amount whatsoever.

**4. OWNERSHIP OF EQUIPMENT.** The equipment is, and shall at all times remain, the property of Lessor; and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease. The equipment is, and shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or embedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

**5. LOCATION; LESSOR'S INSPECTION.** The equipment shall be delivered and thereafter kept at the location specified in the Lessee Order Form, or, if none is specified in such Form, at Lessee's address set forth above, and shall not be removed therefrom without Lessor's prior written consent. Lessor shall have the right to inspect the equipment at any time. Lessee shall, whenever requested by Lessor, advise Lessor of the exact location of the equipment.

**6. USE OF EQUIPMENT.** Lessee shall use the equipment in a careful manner and shall comply with all laws relating to its possession, use or maintenance.

**7. WARRANTIES And SUITABILITY.** Lessee agrees that the equipment ordered and delivered to Lessee is and will be suitable for the use for which it is intended. Lessor will assign and transfer to Lessee, and authorizes Lessee to enforce in its own name, all warranties, agreements, and representations, if any, which may be made by the manufacturer or supplier to Lessee or Lessor. The Lessor makes no express or implied warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability or its fitness for any particular purpose. Additionally, Lessor is not responsible or liable for any direct, indirect, incidental or consequential damages or losses arising from the lease, operation or use of the equipment. No defect or unfitness of the equipment, when received and accepted by Lessee, or claim by any third party arising out of the lease, operation or use of the equipment, shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Unless within seven (7) days after delivery of any equipment the Lessee gives Lessor written notice of any defect or other proper objection to any equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has inspected the equipment, the equipment is in full compliance with this lease, the equipment is in good condition and repair and has been accepted by Lessee.

**8. LABELS.** If Lessor supplies Lessee with labels stating that the equipment is owed by Lessor, Lessee shall affix and keep the same upon a prominent place on each item of equipment.

**9. REPAIRS.** Lessee, at its expense, shall keep the equipment in good condition and repair and furnish all parts, mechanisms and devices required therefor.

**10. ALTERATIONS.** Lessee shall not make any alterations, additions or improvements to the equipment without Lessor's prior written consent. All additions and improvements made to the equipment shall belong to Lessor.

**11. SURRENDER.** On or before the expiration or earlier termination of this lease, Lessee, at its expense, shall return the equipment in good condition and repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place or on board such carrier as Lessor may specify within the county in which the equipment was delivered to Lessee.

(Affix Corporate Seal)

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS  
WHICH ARE A PART OF THIS LEASE.

IN WITNESS WHEREOF, the parties hereto hereby execute this lease and agree to all the terms and conditions set forth above and on the reverse side hereof, all as of the year and day above written as Date of Lease.

AMERICAN LEASE PLANS, INC.

By

VICEPRESIDENT

The Carolinas Domestic Gas Co., Inc.  
NAME OF LESSEE (TRADE, PARTNERSHIP OR CORPORATE NAME)

By E. Hervy Evans, JR.  
E. Hervy Evans, JR. TITLE

By Charles Williams  
Charles Williams TITLE

## ADDITIONAL TERMS AND CONDITIONS

**12. LOSS AND DAMAGE.** Lessee shall bear the entire risk of loss, theft, destruction or damage of the equipment from any cause whatsoever, from and after shipment by any manufacturer or supplier to Lessee, f.o.b. manufacturer's and/or supplier's place of shipment, and during the entire lease term. No loss, theft, destruction or damage of the equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease.

In the event of loss, theft, destruction or damage of any kind to any item of equipment, Lessee at the option of Lessor shall:

- (a) place the same in good condition and repair; or,
- (b) replace the same with like equipment in good condition and repair; or,
- (c) if such item is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, and if Lessor so requests as an alternative to (b) above, pay Lessor in cash all of the following: (i) all amounts then owed by Lessee to Lessor under this lease, and (ii) an amount equal to ten per cent of the total rent attributable to said item for the original term for such equipment. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in said item, in its then condition and location, without warranty express or implied. The parties hereto agree that the amount specified in (ii) will equal the fair value of said item on the date of such loss, theft, destruction or damage.

**13. INSURANCE.** Lessee shall provide and maintain (a) insurance against loss, theft, destruction or damage of the equipment in an amount not less than the full replacement value thereof, with loss payable to Lessor, and (b) public liability insurance against claims for personal injuries, death and property damage in an amount satisfactory to Lessor and its assigns, which insurance shall be in the joint names of Lessor and Lessee. All insurance shall be with companies satisfactory to Lessor or its assigns. Lessee shall pay the premiums for all insurance and deliver said policies, or duplicates thereof, to Lessor. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee and that the insurer will give Lessor at least ten (10) days prior written notice before the policy is altered or cancelled. Lessor may apply the proceeds of said insurance to replace or repair the equipment and/or to satisfy Lessee's obligations hereunder. Lessee hereby appoints Lessor as its attorney in fact for the purpose of making, adjusting and settling claims under such policies of insurance, with power, among other powers not specified, to endorse the name of Lessee on any check, draft, instrument or other item of payment.

**14. LIENS, TAXES.** Lessee shall keep the equipment free and clear of all levies, liens and security interests, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of equipment. Lessee shall pay all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the equipment, excluding, however, all taxes on or measured by Lessor's net income.

**15. RIGHT TO PERFORM COVENANTS.** If Lessee shall fail to make any payment or perform any act required to be made or performed by Lessee hereunder, Lessor, without waiving or releasing any obligation or default on the part of Lessee, may (but will be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Lessee, and may take all such action as may be necessary therefor. All sums so paid by Lessor and all expenses (including without limitation reasonable attorney's fees) so incurred, together with interest thereon from the date of payment at the highest rate permitted by applicable law, will be paid by Lessee to Lessor on demand.

**16. INDEMNITY.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees, arising in connection with the equipment, including without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return and recovery of claims under insurance policies thereon.

**17. ASSIGNMENT.** Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend the equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

Lessor may assign this lease and/or mortgage the equipment, in whole or in part without notice to Lessee; and its assignee or mortgagee may reassign this lease and/or such mortgage, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor under this lease. Lessee shall execute and deliver an acknowledgment of each such assignment and/or mortgage and shall not assert against the assignee and/or mortgagee any defense, counterclaim, or offset that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

Lessee hereby waives any and all existing and future claims, and offsets, against any rent or other payments due hereunder; and agrees to pay the rent and other amounts hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

**18. DEFAULT. Time is of the essence.** If Lessee fails to pay when due any rent or other amount required herein to be paid to Lessor by Lessee; or if Lessee fails to perform any other provision hereof within ten (10) days after Lessor shall have demanded in writing performance thereof; or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Lessee or its property; or if Lessee makes any assignment for the benefit of its creditors; or if any of the credit information submitted by Lessee to Lessor to induce Lessor to enter into this lease, or any other information submitted at any time by Lessee to Lessor, be not true in any material respect; or if the equipment or all or any part of Lessee's property is attached, seized, subject to a writ or distress warrant, or is levied upon; or if Lessee, any affiliate of Lessee or any officer of such is in default of any other obligation to or agreement with Lessor, or any affiliate of Lessor, now existing or hereafter executed and of whatever nature, Lessor shall have the right, but shall not be obligated, to exercise any one or more of the following remedies: (a) to sue for and recover all rents and other amounts then due or thereafter accruing under this lease; (b) to take possession of any or all of the equipment, wherever it may be located, without demand or notice, without any court order or other process of law, and without incurring any liability to Lessee for any damages occasioned by such taking of possession; (c) to sell the equipment at public or private sale upon such terms as it deems advisable, and in the event of such sale the Lessor shall, in addition to all other rights and remedies hereunder, be entitled to retain as liquidated damages and not a penalty the net proceeds of such sale and to recover from Lessee the differential, if any, between the net sale proceeds and the total of all rental payments and obligations under the lease, less rental payments made; (d) to terminate this lease as to any or all items of equipment; and (e) to pursue any other remedy now or hereafter existing at law or in equity, and in the event Lessor shall use legal process, contractual or other remedy to recover any equipment, Lessee expressly waives any right to notice of hearing and/or hearing to which it might otherwise be entitled prior to the taking of the equipment.

Notwithstanding any such action that Lessor may take, including taking possession of any or all of the equipment, Lessee shall remain liable for the full performance of all its obligations hereunder.

In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and fees of collection agencies, incurred by Lessor in exercising any of its rights or remedies hereunder.

**19. COSTS, EXPENSES AND ATTORNEY'S FEES.** If at any time or times hereafter Lessor employs counsel for advice with respect to this Lease, or to intervene, file a petition, answer, motion or other pleadings in any suit or proceeding relating to this Lease, or the equipment, or to represent Lessor in any pending or threatened litigation with respect to the affairs of Lessee, or to enforce any rights of Lessor hereunder, or the payment of Lessee's Obligations, then in any of such events, all of the reasonable attorney's fees arising from such services, and any expenses relating thereto, will be an additional indebtedness owing hereunder by Lessee to Lessor, payable on demand.

**20. SECURITY INTEREST.** Lessee agrees that Lessee's obligations hereunder are secured by all security interests, liens and encumbrances heretofore, now and hereafter granted by Lessee to Lessor or any affiliate of Lessor.

**21. PURCHASE.** Provided the Lessee shall have faithfully performed all the conditions imposed upon Lessee by this Lease, Lessee shall be given at the expiration of the lease term as to such equipment, the right to purchase such equipment at the fair market value thereof, upon giving thirty (30) days prior written notice to Lessor of its desire to purchase the equipment. Such fair market value shall be determined by appraisal made by a person or persons selected by the Lessor and satisfactory to Lessee.

**22. NOTICES.** Whenever Lessor or Lessee (or anyone claiming by, through or under them) desires, or for the enforcement of any of the rights hereunder, is required, to give notice to or make demand upon the other party (or any one claiming by, through or under it), it will be sufficient service of such notice or demand to serve said notice or demand in person or to place a copy thereof in an envelope addressed to said party at its last known address and deposit the same in the United States mail, postage prepaid, by registered or certified mail.

**23. MULTIPLE LESSEES.** If more than one Lessee is named in this lease, the liability of each shall be joint and several.

**24. GOVERNING LAW.** This lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

**25. ENTIRE AGREEMENT; MISCELLANEOUS.** This agreement, together with any Lessee Order Form and Lessee's Delivery Receipt executed by Lessee in connection with any equipment leased hereunder, constitutes the entire agreement between Lessor and Lessee, and supersedes any agreement heretofore entered into between the parties relating to the leasing of equipment. No agent or employee of any manufacturer or supplier is authorized to bind Lessor, waive or alter any term or condition or add any provision hereto. Waiver by Lessor of any provision in one instance shall not constitute a waiver as to any other instance. The plural shall include the singular and the singular the plural. Lessee shall provide Lessor with such corporate resolutions, opinions of counsel and other documents as Lessor shall request from time to time.

**26. CAPTIONS.** The descriptive section headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions herein.



LESSEE ORDER FORM — EQUIPMENT LEASE  
AMERICAN LEASE PLANS, INC., LESSOR. CHARLOTTE, N. C.

March 31, 19 78

The Carolinas Domestic Gas Company, Inc.

LESSEE

P. O. Box 949, Business US 74 East

ADDRESS

001313

LEASE NUMBER

Laurinburg, North Carolina

28352

CITY

STATE

ZIP CODE

Thurau - #30

SALESMAN

SUPPLIER OR MANUFACTURER

ADDRESS

CITY

STATE

ZIP CODE

ATTENTION

EQUIPMENT TO BE LEASED

QUANTITY	SERIAL NO.	DESCRIPTION	ESTIMATED COST
1	CDGX201	Union Tank Car LPG & AA Tank Car Model No. 67-100-39	40,000.00
1	CDGX202	Union Tank Car LPG & AA Tank Car Model No. 67-100-39	40,000.00
1	CDGX203	Union Tank Car LPG & AA Tank Car Model No. 67-100-39	40,000.00
1	CDGX204	Union Tank Car LPG & AA Tank Car Model No. 67-100-39	40,000.00
1	CDGX205	Union Tank Car LPG & AA Tank Car Model No. 67-100-39	40,000.00
TOTAL: \$ 200,000.00			

Equipment to be delivered to and located at:

Business US 74 East, Laurinburg, Scotland, North Carolina 28352

STREET

CITY

COUNTY

STATE

ZIP CODE

WITHIN CITY LIMITS ☒

OUTSIDE CITY LIMITS ☐

Estimated Original Cost \$ 200,000.00	Original Cost (to be inserted by Lessor after determination of actual Original Cost) \$
Amount of Advance Rentals \$ 3,968.00	Amount of Advance Rentals (to be inserted by Lessor after determination of actual Original Cost) \$
Amount of Monthly Rental \$ 3,968.00 per month for 60 months.	Amount of Monthly Rental (to be inserted by Lessor after determination of actual Original Cost) \$ per month for months.

Followed by 25% residual purchase option.

Rental commencement date (to be inserted by Lessor)

Original Term (Number of successive months after Rental Commencement Date for which equipment is leased):

The Lessee requests Lessor to purchase the above equipment from the manufacturer and/or supplier named above and agrees, upon acceptance hereof by Lessor, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms and conditions contained herein and in the lease previously entered into by the parties. Lessee has selected the above equipment and the manufacturer and/or supplier and agrees that such equipment will be suitable for the use for which it is intended, primarily a business and commercial use. Lessor agrees to order such equipment from said manufacturer and/or supplier upon the terms and conditions of its Purchase Order and shall not be obligated to lease the equipment to Lessee until all conditions of Lessor's Purchase Order are fulfilled. Lessor shall have no liability for any delay or failure of the manufacturer and/or supplier to fill the order to meet the conditions of Lessor's Purchase Order. Lessee shall promptly accept such equipment when tendered in good repair, and execute a delivery receipt in order that Lessor may pay the manufacturer or supplier for the purchase price therefor. Should Lessor be deprived of the benefit of any purchase discount (afforded by the manufacturer or supplier by payment of the purchase price within a specified time) by reason of Lessee's delay in accepting the equipment when tendered in good repair, Lessee shall be liable to Lessor for the loss of such purchase discount. Lessor is authorized to add to this serial numbers and other identification of the equipment when known. Lessee shall pay the Lessor the monthly rental for the original term, as specified above. The first month's rent shall be payable at the time specified in the lease, and the rental for the succeeding months shall be payable at the same time in each succeeding month.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE A PART OF THIS ORDER FORM AND LEASE. (Affix Corporate Seal)

AMERICAN LEASE PLANS, INC.

The Carolinas Domestic Gas Company, Inc.

NAME OF LESSEE (TRADE, PARTNERSHIP OR CORPORATE NAME)

By

TITLE

By

TITLE

LESSEE ORDER FORM — EQUIPMENT LEASE  
AMERICAN LEASE PLANS, INC., LESSOR. CHARLOTTE, N. C.

1. **Errors in Estimated Original Cost.** As used in this Lessee Order Form, "original cost" means the cost to Lessor of purchasing and delivering the equipment to Lessee, including without limitation taxes, costs of delivery to Lessee and other charges. The amount of each rent payment and the advance rentals, if any, initially set forth above, are estimates, and it is mutually agreed that upon final determination of the actual original cost, the Lessor will insert the actual original cost, adjust the advance rentals (if in Lessor's discretion appropriate), adjust the monthly rental proportionately if the actual original cost differs from the estimated cost and notify Lessee of such adjustment. Lessee authorizes Lessor to add to the amount of any rental payment any tax that may be imposed on or measured by the rent payments. If the "original cost" differs from the "estimated cost", as initially set forth above, Lessor, at its option, may terminate this lease as to the property described in this form, and if the "original cost" exceeds the "estimated cost" by more than 10% of the latter, Lessee, at its option, may terminate this lease as to the property described in this form. Such options to terminate shall be exercised by giving written notice to the other party within ten (10) days after receiving notice of the original cost or corrected rent, but Lessee may not terminate after executing a delivery receipt.

2. **Incorporation by Reference.** This Lessee Order Form becomes a part of the Equipment Lease previously entered into by the parties hereto, and such Equipment Lease is incorporated by reference herein.

3. **Address.** Lessee should address future matters connected with this equipment to American Lease Plans, Inc., P. O. Box 10817, Charlotte, N. C. 28234.

4. **Address.** Lessor should address future matters connected with equipment to Mr. \_\_\_\_\_

TITLE

GUARANTY

FOR VALUE RECEIVED, and in order to induce American Lease Plans, Inc. (hereinafter called American) to order the equipment described on the front hereof, and to lease such equipment to Lessee described in such Lessee Order Form, the undersigned, jointly and severally, guarantee to American, its successors and assigns, (1) the performance by Lessee of all things to be done, pursuant to every condition and covenant in said lease, or in any supplement or amendment thereto (including, but not limited to, the Lessee's Order Form and Delivery Receipt), or in any instrument given in pursuance thereof, and (2) the due payment of all monies now due or hereafter due to to be paid by Lessee to American under the lease, or in any supplement or amendment thereto (including, but not limited to, the Lessee's Order Form and Delivery Receipt), including reasonable attorney's fees.

The undersigned agree that this Guaranty shall not be impaired by any modification, supplement, extension, amendment, release or other alteration of any instrument or of the obligation hereby guaranteed or of any security thereof, to all of which the undersigned consent. The undersigned further agree that their liability is primary, direct and unconditional and enforceable without prior resort to any other right, remedy or security.

This Agreement of Guaranty is made in the State of North Carolina and shall be governed by, construed and interpreted in accordance with the laws of the State of North Carolina. The undersigned waive trial by jury and the right to trial by jury in all actions or proceedings between American and the undersigned in any court on any matter arising out of this Agreement of Guaranty and agree that all legal actions or proceedings between American and the undersigned may be brought in any court of competent jurisdiction in the State of North Carolina, the undersigned hereby waiving objections to summons, service of process, personal jurisdiction of the person or venue of any such court. Any summons or other service of process may be served on the undersigned in accordance with the provisions of the General Statutes of North Carolina relating to Service of Process or by forwarding a copy of the summons and complaint or other documents by Registered Mail, Return Receipt Requested to the address of the undersigned herein set forth and the receipt thereof by the undersigned or any agent executing a receipt shall constitute personal service of process on the undersigned.

The undersigned waive notice of acceptance hereof or of any transaction with American; presentment and protest of any instrument and notice thereof; notice of default; and forbearance or extension and any other notices. No modification, waiver or discharge of the liability of the undersigned shall be valid unless in writing, signed and subscribed by American. This Agreement of Guaranty shall bind and inure for and to the benefit of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

WITNESS

WITNESS

WITNESS

Individuals  
Shall  
Guarantee  
In  
Individual  
Capacity

NAME (SEAL)

ADDRESS

NAME (SEAL)

ADDRESS

NAME (SEAL)

ADDRESS

(CORPORATE SEAL)

NAME OF CORPORATION

By \_\_\_\_\_

TITLE

Attest: \_\_\_\_\_

SECRETARY

For  
Corporate  
Guarantors

REMOVE ALL CARBON BEFORE DATING AND SIGNING GUARANTY  
ALL COPIES OF GUARANTY MUST BE SIGNED SEPARATELY

CORPORATE FORM OF ACKNOWLEDGEMENT

STATE OF North Carolina

COUNTY of Scotland ss:

On this 5th day of May, 19 78, before me personally appeared E. Henry Evans, Jr., to me personally known, who being by me duly sworn, says that he is the President of The Carolinas Domestic Gas Co., Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

E. Henry Evans, Jr. President  
Title of Officer

My Commission expires 3-23-82

CORPORATE FORM OF ACKNOWLEDGEMENT

STATE OF North Carolina

COUNTY of Mecklenburg ss:

On this 8th day of May, 19 78, before me personally appeared Don Howell, to me personally known, who being by me duly sworn, says that he is the Vice President of American Lease Plans, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

Don Howell V.P.  
Title of Officer

My Commission Expires 11-18-80

100



# AMERICAN LEASE PLANS, INC.

AMERICAN BUILDING

201 SOUTH TRYON STREET

P. O. BOX 10817

CHARLOTTE, NORTH CAROLINA 28234

704/372-5210

RECORDATION NO. .... Filed & Recorded

MAY 18 1978 - 1 42 PM

INTERSTATE COMMERCE COMMISSION

April 10, 1978

Don Howell, Vice President of American Lease Plans, Inc. has compared the copy with the original document and it is a true and correct copy in all respects.

AMERICAN LEASE PLANS, INC.

by Donell Howell V.P.

(Title)

Sworn to and subscribed to before me this 11<sup>th</sup> day of April 1978.

Lillian M. Hulon

Notay Public

Charlotte, N.C.

Address

My Commission Expires 11-13-79



**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**5/18/78**

**OFFICE OF THE SECRETARY**

**American Lease Plans, Inc.**  
**P.O.Box 10817**  
**Charlotte, N.C. 28234**


Dear **Sir:**

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on **5/18/78** at **1:40pm**,

and assigned recordation number(s) **9388 & 9389**

Sincerely yours,

  
**H.G. Homme, Jr.**  
**Acting Secretary**

Enclosure(s)

**SE-30-T**  
**(6/77)**